

1 RANDOLPH L. HOWARD (Nev. SBN 006688)
rhoward@klnevada.com
2 KOLESAR & LEATHAM, CHTD.
400 South Rampart Boulevard, Suite 400
3 Las Vegas, NV 89145
Telephone: (702) 362-7800
4 Facsimile: (702) 362-9472

5 GARY OWEN CARIS (Cal. SBN 088918)
gcaris@mckennalong.com
6 LESLEY ANNE HAWES (Cal. SBN 117101)
lhawes@mckennalong.com
7 MCKENNA LONG & ALDRIDGE LLP
300 South Grand Avenue, 14th Floor
8 Los Angeles, CA 90071-3124
Telephone: (213) 688-1000
9 Facsimile: (213) 243-6330

10 Attorneys for Receiver
ROBB EVANS OF ROBB EVANS &
11 **ASSOCIATES LLC**

12 **UNITED STATES DISTRICT COURT**

13 **DISTRICT OF NEVADA**

15 FEDERAL TRADE COMMISSION,

Case No. 2:10-CV-02203-MMD-GWF

16 Plaintiff,

**[PROPOSED] ORDER GRANTING
MOTION FOR ORDER: (1) APPROVING
AND CONFIRMING SALE OF 1749
BOULDER MOUNTAIN ROAD, ST.
GEORGE, UTAH AND FOR RELATED
RELIEF; AND (2) GRANTING RELIEF
FROM LOCAL RULE 66-5 PERTAINING
TO NOTICE TO CREDITORS**

17 v.

18 JEREMY JOHNSON, etc., et al.,

19 Defendants.

22 The matter of the Motion for Order: (1) Approving and Confirming Sale of 1749 Boulder
23 Mountain Road, St. George, Utah and for Related Relief; and (2) Granting Relief from Local Rule
24 66-5 Pertaining to Notice to Creditors ("Motion") filed by Robb Evans of Robb Evans &
25 Associates LLC ("Receiver"), the Receiver pursuant to the Court's Preliminary Injunction Order
26 issued February 10, 2011, came on regularly before the Court for determination, the Honorable
27 Miranda M. Du, United States District Judge presiding. The Court having reviewed and
28

1 considered the Motion and all pleadings and papers filed in support thereof, and response or
2 opposition thereto, if any, and good cause appearing therefor,

3 IT IS ORDERED that:

4 1. The Motion and all relief sought therein is granted in its entirety;
5 2. Without limiting the generality of the foregoing:

6 A. The Receiver's proposed sale of the real property located at 1749 Boulder
7 Mountain Road, St. George, Utah ("Boulder Mountain Property") for a purchase price of
8 \$410,000, all cash and without any financing contingency, to JLand ZDW Painter Irrevocable
9 Trust ("Buyer") pursuant to the Real Estate Purchase Contract dated as of January 24, 2014
10 together with Addendum No. 1 with the Additional Terms provisions and "As-Is" Sale
11 Attachments thereto and Addendum No. 2 (collectively the "Purchase Agreement"), a true and
12 correct copy of which is attached as Exhibit 2 to the Declaration of M. Val Miller filed in support
13 of the Motion, is hereby approved and confirmed;

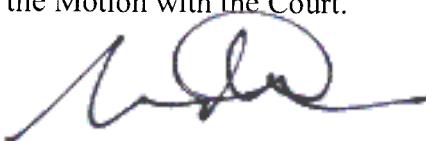
14 B. The Receiver is authorized to execute all documents and instruments
15 necessary or convenient to complete, implement, effectuate and close the sale to the Buyer
16 pursuant to the terms and conditions of the Purchase Agreement and the order to be entered on the
17 Motion, including but not limited to authorizing the Receiver to execute the deed conveying title
18 to the Boulder Mountain Property to the Buyer;

19 C. The Receiver is authorized to permit and/or cause to be paid from the
20 proceeds of sale of the Boulder Mountain Property all ordinary and customary closing costs, all
21 costs and expenses required to be paid under the terms of the Purchase Agreement by the seller
22 from the proceeds of sale, all commissions provided for in the Exclusive Right to Sell Listing
23 Agreement and the Purchase Agreement attached as Exhibits 1 and 2, respectively, to the
24 Declaration of M. Val Miller filed in support of the Motion, the balance due under the first deed of
25 trust encumbering the Boulder Mountain Property in favor of Academy Mortgage as disclosed by
26 the title policy pertaining to the Boulder Mountain Property, a true and correct copy of which is
27 attached as Exhibit 3 to the Declaration of M. Val Miller in support of the Motion, and all real
28 property taxes due up to date of closing;

1 D. The Receiver is authorized to complete the sale of the Boulder Mountain
2 Property without further notice, order or overbidding under the circumstances;

3 E. Notice of the Motion is deemed sufficient under Local Civil Rule 66-5
4 based on the service of the notice of filing of the Motion and the Motion on all parties and the
5 affected lienholders, and service of the notice of the filing of the Motion on all known non-
6 consumer creditors of the estate and known taxing authorities with a potential claim in the
7 receivership estate concurrent with the filing of the Motion with the Court.

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9 Dated: September 22, 2014



MIRANDA M. DU
United States District Judge

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